

passed by the Senate, with amendments, on May 17, 2011: Yeas 31, Nays 0; at the request of the House, the Senate appointed a conference committee to consider the differences between the two houses; the Senate adopted the conference committee report on H.B. No. 3726 on May 29, 2011: Yeas 31, Nays 0.

Approved June 17, 2011.

Effective September 1, 2011.

CHAPTER 1047

H.B. No. 3771

AN ACT

relating to the authority of the Texas Department of Transportation to adopt safety standards for high-speed rail.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. Subchapter C, Chapter 111, Transportation Code, is amended by adding Section 111.103 to read as follows:

Sec. 111.103. HIGH-SPEED RAIL SAFETY STANDARDS. (a) For the purposes of this section, "high-speed rail" means passenger rail service capable of operating at speeds greater than 185 miles per hour.

(b) On application by a railroad company, the department by rule may adopt safety standards for high-speed rail systems, including rolling stock, for that railroad company.

(c) In adopting safety standards under Subsection (b), the department:

(1) shall consider the safety records of high-speed rail systems, including rolling stock, operated in countries with a history of safe high-speed rail service; and

(2) may require the railroad company to construct grade separations or physical barriers to isolate the railroad company's high-speed rail systems from streets, roadways, or existing freight or passenger railroads.

(d) A railroad company is not required to submit an application to the department under Subsection (b) if the railroad company is operating under safety standards approved by the Federal Railroad Administration or another federal agency.

(e) The department by rule shall impose a reasonable fee on a railroad company that submits an application under Subsection (b) to recover costs incurred by the department in administering this section.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2011.

Passed by the House on May 5, 2011: Yeas 132, Nays 14, 1 present, not voting; the House concurred in Senate amendments to H.B. No. 3771 on May 27, 2011: Yeas 91, Nays 47, 2 present, not voting; passed by the Senate, with amendments, on May 25, 2011: Yeas 31, Nays 0.

Approved June 17, 2011.

Effective September 1, 2011.

CHAPTER 1048

H.B. No. 3833

AN ACT

relating to the adoption of a uniform collaborative law Act in regard to family law matters.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. The Family Code is amended by adding Title 1–A to read as follows:

TITLE 1–A. COLLABORATIVE FAMILY LAW

CHAPTER 15. COLLABORATIVE FAMILY LAW ACT

SUBCHAPTER A. APPLICATION AND CONSTRUCTION

Sec. 15.001. POLICY. It is the policy of this state to encourage the peaceable resolution of disputes, with special consideration given to disputes involving the parent-child relationship, including disputes involving the conservatorship of, possession of or access to, and support of a child, and the early settlement of pending litigation through voluntary settlement procedures.

Sec. 15.002. CONFLICTS BETWEEN PROVISIONS. If a provision of this chapter conflicts with another provision of this code or another statute or rule of this state and the conflict cannot be reconciled, this chapter prevails.

Sec. 15.003. UNIFORMITY OF APPLICATION AND CONSTRUCTION. In applying and construing this chapter, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact a collaborative law process Act for family law matters.

Sec. 15.004. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. This chapter modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. Section 7001 et seq.) but does not modify, limit, or supersede Section 101(c) of that Act (15 U.S.C. Section 7001(c)), or authorize electronic delivery of any of the notices described in Section 103(b) of that Act (15 U.S.C. Section 7003(b)).

[Sections 15.005–15.050 reserved for expansion]

SUBCHAPTER B. GENERAL PROVISIONS

Sec. 15.051. SHORT TITLE. This chapter may be cited as the Collaborative Family Law Act.

Sec. 15.052. DEFINITIONS. In this chapter:

(1) “Collaborative family law communication” means a statement made by a party or nonparty participant, whether oral or in a record, or verbal or nonverbal, that:

(A) is made to conduct, participate in, continue, or reconvene a collaborative family law process; and

(B) occurs after the parties sign a collaborative family law participation agreement and before the collaborative family law process is concluded.

(2) “Collaborative family law participation agreement” means an agreement by persons to participate in a collaborative family law process.

(3) “Collaborative family law matter” means a dispute, transaction, claim, problem, or issue for resolution that arises under Title 1 or 5 and that is described in a collaborative family law participation agreement. The term includes a dispute, claim, or issue in a proceeding.

(4) “Collaborative family law process” means a procedure intended to resolve a collaborative family law matter without intervention by a tribunal in which parties:

(A) sign a collaborative family law participation agreement; and

(B) are represented by collaborative family law lawyers.

(5) “Collaborative lawyer” means a lawyer who represents a party in a collaborative family law process.

(6) “Law firm” means:

(A) *lawyers who practice law together in a partnership, professional corporation, sole proprietorship, limited liability company, or association; and*

(B) *lawyers employed in a legal services organization or in the legal department of a corporation or other organization or of a government or governmental subdivision, agency, or instrumentality.*

(7) *“Nonparty participant” means a person, including a collaborative lawyer, other than a party, who participates in a collaborative family law process.*

(8) *“Party” means a person who signs a collaborative family law participation agreement and whose consent is necessary to resolve a collaborative family law matter.*

(9) *“Proceeding” means a judicial, administrative, arbitral, or other adjudicative process before a tribunal, including related prehearing and posthearing motions, conferences, and discovery.*

(10) *“Prospective party” means a person who discusses with a prospective collaborative lawyer the possibility of signing a collaborative family law participation agreement.*

(11) *“Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.*

(12) *“Related to a collaborative family law matter” means a matter involving the same parties, transaction or occurrence, nucleus of operative fact, dispute, claim, or issue as the collaborative family law matter.*

(13) *“Sign” means, with present intent to authenticate or adopt a record, to:*

(A) *execute or adopt a tangible symbol; or*

(B) *attach to or logically associate with the record an electronic symbol, sound, or process.*

(14) *“Tribunal” means a court, arbitrator, administrative agency, or other body acting in an adjudicative capacity that, after presentation of evidence or legal argument, has jurisdiction to render a decision affecting a party’s interests in a matter.*

Sec. 15.053. APPLICABILITY. This chapter applies only to a matter arising under Title 1 or 5.

[Sections 15.054–15.100 reserved for expansion]

SUBCHAPTER C. COLLABORATIVE FAMILY LAW PROCESS

Sec. 15.101. REQUIREMENTS FOR COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT. (a) A collaborative family law participation agreement must:

(1) *be in a record;*

(2) *be signed by the parties;*

(3) *state the parties’ intent to resolve a collaborative family law matter through a collaborative family law process under this chapter;*

(4) *describe the nature and scope of the collaborative family law matter;*

(5) *identify the collaborative lawyer who represents each party in the collaborative family law process; and*

(6) *contain a statement by each collaborative lawyer confirming the lawyer’s representation of a party in the collaborative family law process.*

(b) A collaborative family law participation agreement must include provisions for:

(1) *suspending tribunal intervention in the collaborative family law matter while the parties are using the collaborative family law process; and*

(2) *unless otherwise agreed in writing, jointly engaging any professionals, experts, or advisors serving in a neutral capacity.*

(c) Parties may agree to include in a collaborative family law participation agreement additional provisions not inconsistent with this chapter.

Sec. 15.102. BEGINNING AND CONCLUDING COLLABORATIVE FAMILY LAW PROCESS. (a) A collaborative family law process begins when the parties sign a collaborative family law participation agreement.

(b) A tribunal may not order a party to participate in a collaborative family law process over that party's objection.

(c) A collaborative family law process is concluded by:

- (1) resolution of a collaborative family law matter as evidenced by a signed record;
- (2) resolution of a part of a collaborative family law matter, evidenced by a signed record, in which the parties agree that the remaining parts of the matter will not be resolved in the process; or
- (3) termination of the process under Subsection (d).

(d) A collaborative family law process terminates:

- (1) when a party gives notice to other parties in a record that the process is ended;
- (2) when a party:
 - (A) begins a proceeding related to a collaborative family law matter without the agreement of all parties; or
 - (B) in a pending proceeding related to the matter:
 - (i) without the agreement of all parties, initiates a pleading, motion, or request for a conference with the tribunal;
 - (ii) initiates an order to show cause or requests that the proceeding be put on the tribunal's active calendar; or
 - (iii) takes similar action requiring notice to be sent to the parties; or
 - (3) except as otherwise provided by Subsection (g), when a party discharges a collaborative lawyer or a collaborative lawyer withdraws from further representation of a party.
- (e) A party's collaborative lawyer shall give prompt notice in a record to all other parties of the collaborative lawyer's discharge or withdrawal.
- (f) A party may terminate a collaborative family law process with or without cause.
- (g) Notwithstanding the discharge or withdrawal of a collaborative lawyer, a collaborative family law process continues if, not later than the 30th day after the date the notice of the collaborative lawyer's discharge or withdrawal required by Subsection (e) is sent to the parties:
 - (1) the unrepresented party engages a successor collaborative lawyer; and
 - (2) in a signed record:
 - (A) the parties consent to continue the process by reaffirming the collaborative family law participation agreement;
 - (B) the agreement is amended to identify the successor collaborative lawyer; and
 - (C) the successor collaborative lawyer confirms the lawyer's representation of a party in the collaborative process.
- (h) A collaborative family law process does not conclude if, with the consent of the parties to a signed record resolving all or part of the collaborative matter, a party requests a tribunal to approve a resolution of the collaborative family law matter or any part of that matter as evidenced by a signed record.
- (i) A collaborative family law participation agreement may provide additional methods of concluding a collaborative family law process.

Sec. 15.103. PROCEEDINGS PENDING BEFORE TRIBUNAL; STATUS REPORT. (a) The parties to a proceeding pending before a tribunal may sign a collaborative family law participation agreement to seek to resolve a collaborative family law matter related to the proceeding. The parties shall file promptly with the tribunal a notice of the agreement after the agreement is signed. Subject to Subsection (c) and Sections 15.104 and 15.105, the filing operates as a stay of the proceeding.

(b) A tribunal that is notified, not later than the 30th day before the date of a proceeding, that the parties are using the collaborative family law process to attempt to settle a collaborative family law matter may not, until a party notifies the tribunal that the collaborative family law process did not result in a settlement:

- (1) set a proceeding or a hearing in the collaborative family law matter;
- (2) impose discovery deadlines;
- (3) require compliance with scheduling orders; or
- (4) dismiss the proceeding.

(c) The parties shall notify the tribunal in a pending proceeding if the collaborative family law process results in a settlement. If the collaborative family law process does not result in a settlement, the parties shall file a status report:

(1) not later than the 180th day after the date the collaborative family law participation agreement was signed or, if the proceeding was filed by agreement after the collaborative family law participation agreement was signed, not later than the 180th day after the date the proceeding was filed; and

(2) on or before the first anniversary of the date the collaborative family law participation agreement was signed or, if the proceeding was filed by agreement after the collaborative family law participation agreement was signed, on or before the first anniversary of the date the proceeding was filed, accompanied by a motion for continuance.

(d) The tribunal shall grant a motion for continuance filed under Subsection (c) (2) if the status report indicates that the parties desire to continue to use the collaborative family law process.

(e) If the collaborative family law process does not result in a settlement on or before the second anniversary of the date the proceeding was filed, the tribunal may:

- (1) set the proceeding for trial on the regular docket; or
- (2) dismiss the proceeding without prejudice.

(f) Each party shall file promptly with the tribunal notice in a record when a collaborative family law process concludes. The stay of the proceeding under Subsection (a) is lifted when the notice is filed. The notice may not specify any reason for termination of the process.

(g) A tribunal in which a proceeding is stayed under Subsection (a) may require the parties and collaborative lawyers to provide a status report on the collaborative family law process and the proceeding. A status report:

- (1) may include only information on whether the process is ongoing or concluded; and
- (2) may not include a report, assessment, evaluation, recommendation, finding, or other communication regarding a collaborative family law process or collaborative family law matter.

(h) A tribunal may not consider a communication made in violation of Subsection (g) .

(i) A tribunal shall provide parties notice and an opportunity to be heard before dismissing a proceeding based on delay or failure to prosecute in which a notice of collaborative family law process is filed.

Sec. 15.104. EMERGENCY ORDER. During a collaborative family law process, a tribunal may issue an emergency order to protect the health, safety, welfare, or interest of a party or a family, as defined by Section 71.003. If the emergency order is granted without the agreement of all parties, the granting of the order terminates the collaborative process.

Sec. 15.105. EFFECT OF WRITTEN SETTLEMENT AGREEMENT. (a) A settlement agreement under this chapter is enforceable in the same manner as a written settlement agreement under Section 154.071, Civil Practice and Remedies Code.

(b) Notwithstanding Rule 11, Texas Rules of Civil Procedure, or another rule or law, a party is entitled to judgment on a collaborative family law settlement agreement if the agreement:

- (1) provides, in a prominently displayed statement that is in boldfaced type, capitalized, or underlined, that the agreement is not subject to revocation; and

(2) is signed by each party to the agreement and the collaborative lawyer of each party.

Sec. 15.106. DISQUALIFICATION OF COLLABORATIVE LAWYER AND LAWYERS IN ASSOCIATED LAW FIRM; EXCEPTION. (a) In this section, “family” has the meaning assigned by Section 71.003.

(b) Except as provided by Subsection (d), a collaborative lawyer is disqualified from appearing before a tribunal to represent a party in a proceeding related to the collaborative family law matter regardless of whether the collaborative lawyer is representing the party for a fee.

(c) Except as provided by Subsection (d) and Sections 15.107 and 15.108, a lawyer in a law firm with which the collaborative lawyer is associated is disqualified from appearing before a tribunal to represent a party in a proceeding related to the collaborative family law matter if the collaborative lawyer is disqualified from doing so under Subsection (b).

(d) A collaborative lawyer or a lawyer in a law firm with which the collaborative lawyer is associated may represent a party:

(1) to request a tribunal to approve an agreement resulting from the collaborative family law process; or

(2) to seek or defend an emergency order to protect the health, safety, welfare, or interest of a party or a family if a successor lawyer is not immediately available to represent that party.

(e) The exception prescribed by Subsection (d) does not apply after the party is represented by a successor lawyer or reasonable measures are taken to protect the health, safety, welfare, or interest of that party or family.

Sec. 15.107. EXCEPTION FROM DISQUALIFICATION FOR REPRESENTATION OF LOW-INCOME PARTIES. After a collaborative family law process concludes, another lawyer in a law firm with which a collaborative lawyer disqualified under Section 15.106(b) is associated may represent a party without a fee in the collaborative family law matter or a matter related to the collaborative family law matter if:

(1) the party has an annual income that qualifies the party for free legal representation under the criteria established by the law firm for free legal representation;

(2) the collaborative family law participation agreement authorizes that representation; and

(3) the collaborative lawyer is isolated from any participation in the collaborative family law matter or a matter related to the collaborative family law matter through procedures within the law firm that are reasonably calculated to isolate the collaborative lawyer from such participation.

Sec. 15.108. GOVERNMENTAL ENTITY AS PARTY. (a) In this section, “governmental entity” has the meaning assigned by Section 101.014.

(b) The disqualification prescribed by Section 15.106(b) applies to a collaborative lawyer representing a party that is a governmental entity.

(c) After a collaborative family law process concludes, another lawyer in a law firm with which the collaborative lawyer is associated may represent a governmental entity in the collaborative family law matter or a matter related to the collaborative family law matter if:

(1) the collaborative family law participation agreement authorizes that representation; and

(2) the collaborative lawyer is isolated from any participation in the collaborative family law matter or a matter related to the collaborative family law matter through procedures within the law firm that are reasonably calculated to isolate the collaborative lawyer from such participation.

Sec. 15.109. DISCLOSURE OF INFORMATION. (a) Except as provided by law other than this chapter, during the collaborative family law process, on the request of another party, a party shall make timely, full, candid, and informal disclosure of information related to the collaborative matter without formal discovery. A party shall update promptly any previously disclosed information that has materially changed.

(b) The parties may define the scope of the disclosure under Subsection (a) during the collaborative family law process.

Sec. 15.110. STANDARDS OF PROFESSIONAL RESPONSIBILITY AND MANDATORY REPORTING NOT AFFECTED. *This chapter does not affect:*

(1) the professional responsibility obligations and standards applicable to a lawyer or other licensed professional; or

(2) the obligation of a person under other law to report abuse or neglect, abandonment, or exploitation of a child or adult.

Sec. 15.111. INFORMED CONSENT. *Before a prospective party signs a collaborative family law participation agreement, a prospective collaborative lawyer must:*

(1) assess with the prospective party factors the lawyer reasonably believes relate to whether a collaborative family law process is appropriate for the prospective party's matter;

(2) provide the prospective party with information that the lawyer reasonably believes is sufficient for the prospective party to make an informed decision about the material benefits and risks of a collaborative family law process as compared to the material benefits and risks of other reasonably available alternatives for resolving the proposed collaborative matter, including litigation, mediation, arbitration, or expert evaluation; and

(3) advise the prospective party that:

(A) after signing an agreement, if a party initiates a proceeding or seeks tribunal intervention in a pending proceeding related to the collaborative family law matter, the collaborative family law process terminates;

(B) participation in a collaborative family law process is voluntary and any party has the right to terminate unilaterally a collaborative family law process with or without cause; and

(C) the collaborative lawyer and any lawyer in a law firm with which the collaborative lawyer is associated may not appear before a tribunal to represent a party in a proceeding related to the collaborative family law matter, except as authorized by Section 15.106(d), 15.107, or 15.108(c).

Sec. 15.112. FAMILY VIOLENCE. *(a) In this section:*

(1) "Dating relationship" has the meaning assigned by Section 71.0021(b).

(2) "Family violence" has the meaning assigned by Section 71.004.

(3) "Household" has the meaning assigned by Section 71.005.

(4) "Member of a household" has the meaning assigned by Section 71.006.

(b) Before a prospective party signs a collaborative family law participation agreement in a collaborative family law matter in which another prospective party is a member of the prospective party's family or household or with whom the prospective party has or has had a dating relationship, a prospective collaborative lawyer must make reasonable inquiry regarding whether the prospective party has a history of family violence with the other prospective party.

(c) If a collaborative lawyer reasonably believes that the party the lawyer represents, or the prospective party with whom the collaborative lawyer consults, as applicable, has a history of family violence with another party or prospective party, the lawyer may not begin or continue a collaborative family law process unless:

(1) the party or prospective party requests beginning or continuing a process; and

(2) the collaborative lawyer or prospective collaborative lawyer determines with the party or prospective party what, if any, reasonable steps could be taken to address the concerns regarding family violence.

Sec. 15.113. CONFIDENTIALITY OF COLLABORATIVE FAMILY LAW COMMUNICATION. *(a) A collaborative family law communication is confidential to the extent agreed to by the parties in a signed record or as provided by law other than this chapter.*

(b) *If the parties agree in a signed record, the conduct and demeanor of the parties and nonparty participants, including their collaborative lawyers, are confidential.*

(c) *If the parties agree in a signed record, communications related to the collaborative family law matter occurring before the signing of the collaborative family law participation agreement are confidential.*

Sec. 15.114. PRIVILEGE AGAINST DISCLOSURE OF COLLABORATIVE FAMILY LAW COMMUNICATION. (a) Except as provided by Section 15.115, a collaborative family law communication, whether made before or after the institution of a proceeding, is privileged and not subject to disclosure and may not be used as evidence against a party or nonparty participant in a proceeding.

(b) *Any record of a collaborative family law communication is privileged, and neither the parties nor the nonparty participants may be required to testify in a proceeding related to or arising out of the collaborative family law matter or be subject to a process requiring disclosure of privileged information or data related to the collaborative matter.*

(c) *An oral communication or written material used in or made a part of a collaborative family law process is admissible or discoverable if it is admissible or discoverable independent of the collaborative family law process.*

(d) *If this section conflicts with other legal requirements for disclosure of communications, records, or materials, the issue of privilege may be presented to the tribunal having jurisdiction of the proceeding to determine, in camera, whether the facts, circumstances, and context of the communications or materials sought to be disclosed warrant a protective order of the tribunal or whether the communications or materials are subject to disclosure. The presentation of the issue of privilege under this subsection does not constitute a termination of the collaborative family law process under Section 15.102(d)(2)(B).*

(e) *A party or nonparty participant may disclose privileged collaborative family law communications to a party's successor counsel, subject to the terms of confidentiality in the collaborative family law participation agreement. Collaborative family law communications disclosed under this subsection remain privileged.*

(f) *A person who makes a disclosure or representation about a collaborative family law communication that prejudices the rights of a party or nonparty participant in a proceeding may not assert a privilege under this section. The restriction provided by this subsection applies only to the extent necessary for the person prejudiced to respond to the disclosure or representation.*

Sec. 15.115. LIMITS OF PRIVILEGE. (a) The privilege prescribed by Section 15.114 does not apply to a collaborative family law communication that is:

(1) *in an agreement resulting from the collaborative family law process, evidenced in a record signed by all parties to the agreement;*

(2) *subject to an express waiver of the privilege in a record or orally during a proceeding if the waiver is made by all parties and nonparty participants;*

(3) *available to the public under Chapter 552, Government Code, or made during a session of a collaborative family law process that is open, or is required by law to be open, to the public;*

(4) *a threat or statement of a plan to inflict bodily injury or commit a crime of violence;*

(5) *a disclosure of a plan to commit or attempt to commit a crime, or conceal an ongoing crime or ongoing criminal activity;*

(6) *a disclosure in a report of:*

(A) *suspected abuse or neglect of a child to an appropriate agency under Subchapter B, Chapter 261, or in a proceeding regarding the abuse or neglect of a child, except that evidence may be excluded in the case of communications between an attorney and client under Subchapter C, Chapter 261; or*

(B) *abuse, neglect, or exploitation of an elderly or disabled person to an appropriate agency under Subchapter B, Chapter 48, Human Resources Code; or*

(7) *sought or offered to prove or disprove:*

(A) a claim or complaint of professional misconduct or malpractice arising from or related to a collaborative family law process;

(B) an allegation that the settlement agreement was procured by fraud, duress, coercion, or other dishonest means or that terms of the settlement agreement are illegal;

(C) the necessity and reasonableness of attorney's fees and related expenses incurred during a collaborative family law process or to challenge or defend the enforceability of the collaborative family law settlement agreement; or

(D) a claim against a third person who did not participate in the collaborative family law process.

(b) If a collaborative family law communication is subject to an exception under Subsection (a), only the part of the communication necessary for the application of the exception may be disclosed or admitted.

(c) The disclosure or admission of evidence excepted from the privilege under Subsection (a) does not make the evidence or any other collaborative family law communication discoverable or admissible for any other purpose.

Sec. 15.116. **AUTHORITY OF TRIBUNAL IN CASE OF NONCOMPLIANCE.** (a) Notwithstanding that an agreement fails to meet the requirements of Section 15.101 or that a lawyer has failed to comply with Section 15.111 or 15.112, a tribunal may find that the parties intended to enter into a collaborative family law participation agreement if the parties:

(1) signed a record indicating an intent to enter into a collaborative family law participation agreement; and

(2) reasonably believed the parties were participating in a collaborative family law process.

(b) If a tribunal makes the findings specified in Subsection (a) and determines that the interests of justice require the following action, the tribunal may:

(1) enforce an agreement evidenced by a record resulting from the process in which the parties participated;

(2) apply the disqualification provisions of Sections 15.106, 15.107, and 15.108; and

(3) apply the collaborative family law privilege under Section 15.114.

SECTION 2. Sections 6.603 and 153.0072, Family Code, are repealed.

SECTION 3. Title 1–A, Family Code, as added by this Act, applies only to a collaborative family law participation agreement signed on or after the effective date of this Act. A collaborative family law participation agreement signed before that date is governed by the law in effect on the date the agreement was signed, and the former law is continued in effect for that purpose.

SECTION 4. This Act takes effect September 1, 2011.

Passed by the House on May 13, 2011: Yeas 138, Nays 0, 1 present, not voting; passed by the Senate on May 24, 2011: Yeas 30, Nays 0.

Approved June 17, 2011.

Effective September 1, 2011.

CHAPTER 1049

S.B. No. 5

AN ACT

relating to the administration and business affairs of public institutions of higher education.

Be it enacted by the Legislature of the State of Texas:

ARTICLE 1. FINANCIAL MANAGEMENT

SECTION 1.01. Section 51.003, Education Code, is amended by amending Subsection (b) and adding Subsection (f) to read as follows: